

SECTION A

A.1

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REQUEST FOR PROPOSAL NUMBER: DAKF10-R-0014

PROJECT TITLE: TAP WATER MAIN AND INSTALL NEW 2" WATER LINE TO BLDG 1073
FT. STEWART, GA.

PROJECT NUMBER: VO-500-6J

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NOTES:

1. OFFERS MUST SET FORTH FULL, ACCURATE, AND COMPLETE INFORMATION AS REQUIRED BY THIS REQUEST FOR PROPOSAL (INCLUDING ATTACHMENTS). THE PENALTY FOR MAKING FALSE STATEMENTS IN OFFERS IS PRESCRIBED IN 18 U.S.C. 1001.
2. THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.
3. CERTIFICATION OF NONSEGREGATED FACILITIES. Offerors are cautioned to note the certification entitled, "CERTIFICATION OF NONSEGREGATED FACILITIES" in this solicitation. Failure of an offeror to agree to the certification will render his bid nonresponsive to the terms of the solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.
4. THE MAGNITUDE OF THIS PROJECT IS LESS THAN \$25,000.00.

5. THIS PROCUREMENT IS 100% SET-ASIDE FOR EMERGING SMALL BUSINESS.

END OF SECTION A

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. DAKF10-97-R-0014	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 01/13/97	PAGE OF PAGES A3/54

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W33DL4-6337-8701	6. PROJECT NO. VO-500-6J
7. ISSUED BY CONTRACTING DIVISION BLDG 622 FT STEWART GA 31314-5189	CODE 2	8. ADDRESS OFFER TO CONTRACTING DIVISION BLDG 622 FT STEWART GA 31314-5189
9. FOR INFORMATION CALL:	A. NAME Willie Barnett S06	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (912) 767-2434

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

PROJECT TITLE: TAP WATER MAIN AND INSTALL NEW 2" WATER LINE TO BLDG 1073,
FT. STEWART, GA.

Bidders/offerors who have questions pertaining to this solicitation should call Contracting Div., Monday Thru Friday, except federal holidays, 7:30 through 11:30 a.m., local time.

A separate package which includes a red/white label is included with this solicitation. all pages of this set must be filled in and returned to the Contracting Division by the date and time specified.

If solicitation is obtained from location other than issuing office, immediately call (912) 767-2445/8438, for your name to be added to mailing list for any amendments to the solicitation.

DUE TO AUTOMATION, UNIT PRICES MUST NOT EXCEED SIX (6) DIGITS TO THE RIGHT OF THE DECIMAL POINT (I.E., \$29,123456)

11. The Contractor shall begin performance within 10 calendar days and complete it within 30 calendar days after receiving
☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 4:00 PM (hour) local time 01/23/97 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

Offers providing less than 30 calendar days of Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)	
		16. REMITTANCE ADDRESS (Include only if different than Item 14)	
CODE	FACILITY CODE		
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 13D. Failure to insert any number means the offeror accepts the minimum in item 13D.)			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 10%;"> AMOUNTS </div> <div style="width: 90%; text-align: center;"> SEE ATTACHED PROPOSAL SCHEDULE </div> </div>			
18. The offeror agrees to furnish any required performance and payment bonds.			
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)			
AMENDMENT NO.			
DATE			
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		20B. SIGNATURE	20C. OFFER DATE
AWARD (To be completed by Government)			
21. ITEMS ACCEPTED:			
22. AMOUNT		23. ACCOUNTING AND APPROPRIATION DATA	
		2172020000076020831170760000025CZ0000005AP6337V05006JL9B600009076	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
		G.1	<input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(e) ()
26. ADMINISTERED BY Contract Administration Division Bldg. 622, Fort Stewart, Georgia 31314-5189		27. PAYMENT WILL BE MADE BY DAO ATTN: A/P Bldg. 621, Room 220 Fort Stewart, Georgia 31314-5121	
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE			
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award summarizes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31A. NAME OF CONTRACTING OFFICER (Type or print)	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA	31C. AWARD DATE
		BY	

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

NOTE 1: All offerors shall attend the scoping session scheduled for January 13, 1997 at 1:00 p.m. Building 1073, Ft. Stewart, Ga. This contract is only 30% designed.

NOTE 2: All offerors are required to submit a material/labor cost breakout simultaneously with their offer.

NOTE 3: Furnish all plant, labor, Materials, and Equipment. Perform all work required in connection with Tap water main and install 2" water line to building 1073.

NOTE 4: A STATUTORY COST LIMITATION OF \$500,000 APPLIES TO TOTAL COST WHICH INCLUDES ANY AND ALL ADMINISTRATIVE GOVERNMENT COSTS RELATING TO THIS PROJECT. SEE PROVISION IN SECTION L ENTITLED "COST LIMITATION".

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	TAP WATER MAIN AND INSTALL NEW 2" WATER LINE TO BUILDING 1073, FSGA	1.00	JB	<u>XXXXXXXXXXXXXXXX</u>	

END OF SECTION B

SECTION C
DESCRIPTION/SPECS./WORK STATEMENT

SUBJECT: TAP WATER MAIN AND INSTALL NEW 2" PVC WATER LINE TO BUILDING
1073, FT. STEWART, GA

THE WORK SHALL CONSIST OF, BUT NOT BE LIMITED TO THE FOLLOWING:

1. Wet Tap 8" Cast-Iron Water Main, Install Tapping Saddle with 2" NPT Tap.
2. Install 2" Gate Valve and Value Box at Water Main.
3. Install approximate 250 LF 2" Pressure PVC pipe and tie into existing 2" water line in mechanical room, building 1073.
4. Saw cut trench in existing concrete slab, approximately 20 LF for water line, break out concrete, place concrete, float and finish concrete.
5. Trench, backfill and compact to install water line.
6. Install magnetic marking tape over new 2" PVC pipe.
7. Core drill or break out concrete floor in mechanical room to install 2" PVC pipe and place and finish concrete to match existing floor.
8. Insulate new 2" PVC water line in mechanical room and strap to floor.

NOTE 1: Contractor shall visit job site and verify all dimensions, pipe sizes and site conditions. All work shall be done to National Plumbing and Safety Codes.

NOTE 2: Contractor shall obtain a digging permit 15 working days before starting work.

NOTE 3: Refer all correspondence and technical questions to the Contracting Division, Attention: Willie Barnett, telephone (912) 767-2434.

END OF SECTION C

SECTION E
INSPECTION AND ACCEPTANCE

E.1 PRE-FINAL AND FINAL INSPECTION

a. The Contractor and Engineer, Service & Design Branch Inspector will jointly conduct a pre-final inspection prior to requesting a final inspection. Any discrepancies noted will be corrected prior to any final inspection. The Contracting Officer may schedule more than one pre-final inspection if he determines it necessary.

b. When the Contractor is ready for final inspection, he will request final inspection in writing to the Contracting Officer. The final inspection will be normally requested ten days before the desired date.

c. The final inspection will be performed with the Contractor and his subcontractors by Engineer, Service & Design Branch personnel and representatives of the using activity. Any discrepancies noted will be corrected within the time specified by the Contracting Officer prior to final payment.

(End of paragraph)

E.2 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final

and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.
(End of clause)

END OF SECTION E

SECTION F
DELIVERIES OR PERFORMANCE

F.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 30 calendar days after receipt of Notice to Proceed.. The time stated for completion shall include final cleanup of the premises.

(End of clause)

END OF SECTION F

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICES (SHORT FORM)

Invoices shall be submitted in original and five (5) copies to the Contract Administration Division, Building 622, Fort Stewart, Georgia, 31314-5190. Invoices shall cite the contract number, quantity, price and total amount of invoice. Invoice forms shall be provided by the Contracting Division. In accordance with General Clause entitled, "Payments under Fixed-Price Construction Contracts", the Contractor shall furnish the certification required by paragraph c on progress payments and furnish a release statement with his final invoice.

(End of paragraph)

END OF SECTION G

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1

WORK HOURS

Normal work hours are from 7:30 a.m. through 4:00 p.m. , Monday through Friday.

Notwithstanding the provisions of the Contract Work Hours and Safety Standards Act - Overtime Compensation clause herein, work will not be permitted outside normal work hours, nor on Saturdays, Sundays or legal holidays unless approved by the Contracting Officer. Requests to work other than normal work hours for all work, except within Family Housing, must be submitted in writing a minimum of 2 work days in advance of date on which such work is anticipated. Work within Family Housing shall be performed during normal work hours except in the event of emergencies as determined by the Contracting Officer. The exclusion of work on Saturdays, Sundays, and holidays has been considered in computing the performance time of this contract. The following legal holidays are observed:

January 1st	1st Monday of September
Martin Luther King's Birthday-	2nd Monday of October
(3rd Monday of January)	November 11th
3rd Monday of February	4th Thursday of November
Last Monday of May	December 25th
July 4th	
Any other Congressional or Presidential imposed Federal Holiday.	

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is observed as a holiday by US Government agencies.

(End of paragraph)

H.2

FIRE PREVENTION

The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National

Fire Code and other recognized fire prevention agencies and post regulations.

(End of paragraph)

H.3

UTILITIES

Utility services required on the job site for accomplishment of the work will be furnished at no cost to the contractor; however, the Government will make no connections or alteration to the existing utility facilities for accomplishment of this work and any changes required by the contractor will be at his own expense and at no additional cost to the Government. Utilities for office and/or storage buildings or areas will be billed to the contractor monthly and will not be furnished free of charge. Before final acceptance of the work by the Government, the contractor shall remove all the temporary connections, distribution lines and associated paraphernalia. If utilities are not available at the job site and are required for performance, the Contractor shall provide his own generators or other necessary equipment to provide the utilities.

(End of paragraph)

H.4

SALVAGE AND DISPOSAL OF MATERIALS (FORT STEWART)

a. Salvage materials, unless otherwise specified, become the property of the contractor upon removal from the job site and should be taken into consideration in formulating bids.

b. Salvage materials to remain as government property are NONE.

c. Material not salvageable shall be removed from job site and delivered to Sanitary Land Fill, Fort Stewart, Georgia.

(End of paragraph)

H.5

EXCAVATION AND UTILITY CLEARANCE

The Contracting Officer's Representative (COR) shall issue the contractor necessary excavation and utility clearances. The contractor shall request such clearances in writing to the COR not less than fifteen (15) working days prior to the date which he anticipates commencement of actual digging. A date for issuance of the excavation permit shall then be scheduled and the contractor notified. It shall be the contractor's responsibility to positively locate or define the area of excavation prior to scheduled date of excavation permit. The Contractor's superintendent shall be present at the site at the time of issuance of the excavation permit. The contractor will be given the excavation permit at the site after the existing underground utilities have been staked or otherwise positively located the same day. The contractor will not proceed with excavation of any kind until he has in his possession a copy of the following:

- a. Contract drawing(s) showing utilities within the proposed work area(s).
- b. A completed and signed excavation permit. The excavation permit shall be valid for a period of 30 days from date of issuance or as otherwise directed by issuing authority.

Contractor shall repair any damages to utilities that were staked or positively located at no cost to the Government. Utilities not located that are damaged by the Contractor will be repaired by the Government.

(End of paragraph)

H.6

PHYSICAL DATA (FT STEWART) (APR 1984) (FAR 52.236-4)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible

for any interpretation of or conclusion drawn from the data or information by the contractor.

Weather Conditions. The following table reflects the meteorological data from the U.S. Weather Station at Fort Stewart, Georgia, and will be used to determine time extension due to abnormally severe weather.

WRIGHT AAF, FORT STEWART, GEORGIA

Month	Avg Days Rain (1)	Avg Inches Rainfall	No. Days	No. Days
			Below 32 Degree F	Above 90 Degree F
JAN	10	3.0	9	0
FEB	9	3.0	5	0
MAR	10	3.8	1	0
APR	7	2.5	0	1
MAY	11	7.0	0	4
JUN	12	6.5	0	11
JUL	15	7.6	0	16
AUG	15	7.0	0	15
SEP	11	3.4	0	4
OCT	7	2.4	0	1
NOV	6	2.2	2	0
DEC	9	3.7	6	0

Average number of days of rainfall 0.01 Inch or more. Data from AWS Climatic Briefs, Period of Record Feb 67 - May 86.

(End of Clause)

H.7

ASBESTOS PROHIBITION

"Asbestos", including chrysotile, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos and any of these materials that have been chemically treated and/or altered is prohibited from incorporation into the work under this contract. This prohibition does not apply to, nor prevent, the removal and disposal of asbestos

materials.

H.8

NOTICE TO OFFERORS - USE OF CLASS I OZONE - DEPLETING
SUBSTANCES

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act (42 U.S.C. 767a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified below with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODS's required directly or indirectly at any level of contract performance, the U.S. Army would appreciate it if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information as soon as possible to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

ODS IDENTIFIED	SPECIFICATION/STANDARD	DISPOSITION
NONE		

(End of Notice)

END OF SECTION H

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.2 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
(Reference 01.602-70)

DELETED

I.3 52.203-3 **DELETED** GRATUITIES (APR 1984)
(Reference 3.202)

I.4 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
(Reference 04.404-70(b))

I.5 52.222-3 CONVICT LABOR (AUG 1996)
(Reference 22.202)

I.6 52.222-6 DAVIS-BACON ACT (FEB 1995)
(Reference 22.407(a) (1))

I.7 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)
(Reference 22.407(a) (2))

I.8 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)
(Reference 22.407(a) (3))

I.9 52.222-9 APPRENTICES AND TRAINEES (FEB 1988)
(Reference 22.407(a) (4))

I.10 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
(Reference 22.407(a) (5))

I.11 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
(Reference 22.407(a) (6))

I.12 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)
(Reference 22.407(a) (7))

I.13	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) (Reference 22.407(a) (8))
I.14	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (Reference 22.407(a) (9))
I.15	52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988) (Reference 22.407(a) (1))
I.16	52.222-26	EQUAL OPPORTUNITY (APR 1984) (Reference 22.810(e))
I.17	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984) (Reference 22.1408)
I.18	52.223-6	DRUG-FREE WORKPLACE (JUL 1990) (Reference 23.505(b))
I.19	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993) (Reference 23.7103)
I.20	52.225-5	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (MAY 1992) (Reference 25.205)
I.21	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT 1996) (Reference 25.702)
I.22	52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (APR 1989) (Reference 32.111(a) (5))
I.23	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Reference 32.806(a) (1))
I.24	252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992) (Reference 32.111-70)
I.25	52.233-1	DISPUTES (OCT 1995) (Reference 33.215)

I.26	52.233-3	PROTEST AFTER AWARD (AUG 1996) (Reference 33.106(b))
I.27	52.236-2	DIFFERING SITE CONDITIONS (APR 1984) (Reference 36.502)
I.28	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984) (Reference 36.503)
I.29	52.236-5	MATERIAL AND WORKMANSHIP (APR 1984) (Reference 36.505)
I.30	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) (Reference 36.506)
I.31	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991) (Reference 36.507)
I.32	52.236-8	OTHER CONTRACTS (APR 1984) (Reference 36.508)
I.33	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) (Reference 36.509)
I.34	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984) (Reference 36.510)
I.35	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) (Reference 36.511)
I.36	52.236-12	CLEANING UP (APR 1984) (Reference 36.512)
I.37	52.236-13	ACCIDENT PREVENTION (NOV 1991) (Reference 36.513(a))
I.38	252.236-7000	MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991) (Reference 36.570(a))
I.39	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (Reference 42.802)

I.40	52.242-14	SUSPENSION OF WORK (APR 1984) (Reference 42.1305(a))
I.41	252.242-7000	POSTAWARD CONFERENCE (DEC 1991) (Reference 42.570)
I.42	52.243-5	CHANGES AND CHANGED CONDITIONS (APR 1984) (Reference 43.205(e))
I.43	252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (Reference 43.205-71)
I.44	52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994) (Reference 46.710(e)(1))
I.45	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) (Reference 49.502(a)(1))
I.46	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) (Reference 49.504(c)(1))
I.47	52.253-1	COMPUTER GENERATED FORMS (JAN 1991) (Reference 53.111)
I.48	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAR 1994)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. Definitions of pertinent terms are set forth in 32.902. All days referred to in this clause are calendar days, unless otherwise specified.

(a) Invoice Payments.

(1) For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt, the payment due date shall be deemed to be the 14th day after the date the Contractor's payment request is dated, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. However, if the designated billing office fails to annotate the invoice with the date of actual receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) An invoice is the Contractor's bill or written request for payment under the contract for work or services performed under the contract. An invoice shall be prepared and submitted to the designated billing office. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, the Contractor will be notified of the defect within 7 days after receipt of the invoice at the designated billing office. Untimely notification will be taken into account in the computation of

any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(3) An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any

30-day period will be added to the approved invoice payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, then the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties, if requested by the Contractor.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be

payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with regulations issued by the Office of Management and Budget, shall be paid in addition to the interest penalty amount if the Contractor--

(i) Is owed an interest penalty;

(ii) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(iii) Makes a written demand, not later than 40 days after the date the invoice amount is paid, that the agency pay such a penalty.

(b) Contract Financing Payments.

(1) For purposes of this clause, if applicable, "contract financing payment" means a Government disbursement of monies to a Contractor under a contract clause or other authorization prior to acceptance of supplies or services by the Government, other than progress payments based on estimates of amount and value of work performed. Contract financing payments include advance payments and interim payments under cost-type contracts.

(2) If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 14th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified. For advance payments, loans, or other arrangements that do not involve recurrent submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing

this contract the following:

(1) A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) An interest penalty clause which obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) The clauses required by paragraph (c) of this clause shall not be construed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions which--

(1) Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause has been previously furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to

subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f)(1) If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, then the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the

subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

I.49 52.232-33 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)

(a) Method of payment. Payments by the Government under this contract, including invoice and contract financing payments, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. As used in this clause, the term "EFT" refers to the funds transfer and may also include the information transfer.

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required, as a condition to any payment under this contract, to provide the Government with the information required to make payment by EFT as described in paragraph (d) of this clause, unless

the payment office determines that submission of the information is not required. However, until January 1, 1999, in the event the Contractor certifies in writing to the payment office that the Contractor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the Contractor shall provide EFT information as described in paragraph (d) of this clause.

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the payment office.

(c) Contractor's EFT information. Prior to submission of the first request for payment (whether for invoice or contract financing payment) under this contract, the Contractor shall provide the information required to make contract payment by EFT, as described in paragraph (d) of this clause, directly to the Government payment office named in this contract. If more than one payment office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the changed information to the designated payment office(s).

(d) Required EFT information. The Government may make payment by EFT through either an Automated Clearing House (ACH) subject to the banking laws of the United States or the Federal Reserve Wire Transfer System at the Government's option. The Contractor shall provide the following information for both methods in a form acceptable to the designated payment office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause).

(1) The contract number to which this notice applies.

(2) The Contractor's name and remittance address, as stated in the contract, and account number at the Contractor's financial agent.

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) For ACH payments only:

(i) Name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(ii) Contractor's account number and the type of account (checking, saving, or lockbox).

(5) For Federal Reserve Wire Transfer System payments only:

(i) Name, address, telegraphic abbreviation, and the 9-digit Routing Transit Number for the Contractor's financial agent.

(ii) If the Contractor's financial agent is not directly on-line to

the Federal Reserve Wire Transfer System and, therefore, not the receiver of the wire transfer payment, the Contractor shall also provide the name, address, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment.

(e) Suspension of payment.

(1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor or a certificate submitted in accordance with paragraph (b) of this clause. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice or contract financing request as defined in the Prompt Payment clause of this contract.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30th day after its receipt to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the Prompt Payment clause of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(f) Contractor EFT arrangements. The Contractor shall designate a single financial agent capable of receiving and processing the electronic funds transfer using the EFT methods described in paragraph (d) of this clause. The Contractor shall pay all fees and charges for receipt and processing of transfers.

(g) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for (i) making a correct payment, (ii) paying any prompt payment penalty due, and (iii) recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor-provided EFT information was incorrect at the time of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed

funds; or

(ii) If the funds remain under the control of the payment office, the Government retains the right to either make payment by mail or suspend the payment in accordance with paragraph (e) of this clause.

(h) EFT and prompt payment.

(1) A payment shall be deemed to have been made in a timely manner in accordance with the Prompt Payment clause of this contract if, in the EFT payment transaction instruction given to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(2) When payment cannot be made by EFT because of incorrect EFT information provided by the Contractor, no interest penalty is due after the date of the uncompleted or erroneous payment transaction, provided that notice of the defective EFT information is issued to the Contractor within 7 days after the Government is notified of the defective EFT information.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee EFT information required by paragraph (d) of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information which shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Payment office discretion. If the Contractor does not wish to receive payment by EFT methods for one or more payments, the Contractor may submit a request to the designated payment office to refrain from requiring EFT information or using the EFT payment method. The decision to grant the request is solely that of the Government.

(k) Change of EFT information by financial agent. The Contractor agrees that the Contractor's financial agent may notify the Government of a change to the routing transit number, Contractor account number, or account type. The Government shall use the changed data in accordance with paragraph (e)(2) of this clause. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor. The Contractor agrees that the agent's notice of changed EFT data is deemed to be a request by the Contractor in accordance with paragraph (e)(2) that no further payments be made until the changed EFT

information is implemented by the payment office.

(End of clause)

I.50 252.236-7001 CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (DEC 1991)

(a) The Government--

(1) Will provide the Contractor, without charge, 2 sets (five unless otherwise specified) of large-scale contract drawings and specifications except publications incorporated into the technical provisions by reference;

(2) Will furnish additional sets on request, for the cost of reproduction; and

(3) May, at its option, furnish the Contractor one set of reproducibles, or half-size drawings, in lieu of the drawings in paragraph (a)(1) of this clause.

(b) The Contractor shall--

(1) Check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies; and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Title	File	and	Drawing No.
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NONE

(End of clause)

END OF SECTION I

SECTION J
LIST OF ATTACHMENTS

TECHNICAL EXHIBIT NUMBER	DESCRIPTION	NUMBER OF PAGES
1	WAGE DECISION GA960031	5
2	SKETCH PC-462	1
3	DOC SUBMITTAL LIST	1
	TOTAL PAGES	7

END OF SECTION J

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 PRE-AWARD SURVEY INFORMATION

The Government reserves the right, prior to making an award, to conduct a pre-award survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible prospective contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The pre-award survey may include, but will not necessarily be limited to the following factors:

- (1) Financial Resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirement to receive an award of a contract.
- (6) A on-site inspection may be conducted of the facility of the apparent successful bidder(s)/offeror(s) prior to contract award for specifications compliance.

A Pre-award survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

a. Three (3) Performance References:

- (1) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

(2) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

(3) Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____
Contract Number: _____
Amount: _____
Description: _____

b. One (1) Financial Reference:

Name: _____
Address: _____

Point of Contact: _____
Telephone Number: _____

Account Number: _____

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____

(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.4 52.215-6 TYPE OF BUSINESS ORGANIZATION (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

(a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.

(b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in

(country).

(End of provision)

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1995)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 1711

(2) The small business size standard is \$7.0 m

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract,

but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in

this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.6 52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JUL 1991)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) (Complete only if the Offeror has certified itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

The Offeror represents and certifies as part of its offer that it /___/ is, /___/ is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees	Avg. Annual Gross Revenues
------------------	----------------------------

____ 50 or fewer	____ \$1 million or less
____ 51-100	____ \$1,000,001-\$2 million
____ 101-250	____ \$2,000,001-\$3.5 million
____ 251-500	____ \$3,500,001-\$5 million
____ 501-750	____ \$5,000,001-\$10 million
____ 751-1,000	____ \$10,000,001-\$17 million
____ Over 1,000	____ Over \$17 million

(End of provision)

K.7 52.219-20 NOTICE OF EMERGING SMALL BUSINESS SET-ASIDE (JAN 1991)

Offers or quotations under this acquisition are solicited from emerging small business concerns only. Offers that are not from an emerging small business shall not be considered and shall be rejected.

(End of provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)

The offeror represents that--

(a) It /_/ has, /_/ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It /_/ has, /_/ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

(R 7-2003.14(b)(1)(B) 1973 APR)

(a) Definitions. As used in this provision,

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) By submission of its offer, the offeror (other than an individual) responding to a solicitation that is expected to exceed the simplified acquisition threshold, certifies and agrees, that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration; or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--

(1) Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this provision;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this provision, that as a condition of continued employment on the contract resulting from this solicitation, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

(5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

(6) Within 30 calendar days after receiving notice under subdivision (b)(4)(ii) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Take appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this provision.

(c) By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

(d) Failure of the offeror to provide the certification required by paragraphs (b) or (c) of this provision, renders the offeror unqualified and ineligible for award. (See FAR 9.104-1(g) and 19.602-1(a)(2)(i).)

(e) In addition to other remedies available to the Government, the certification in paragraphs (b) or (c) of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

(End of provision)

END OF SECTION K

SECTION L
INSTRS., CONDS., AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of provision)

L.2 52.215-5 SOLICITATION DEFINITIONS (JUL 1987)
(Reference 15.407(c) (1))

L.3 52.215-16 II CONTRACT AWARDED (OCT 1995)--ALTERNATE II (OCT 1995)
(Reference 15.407(d) (4))

L.4 52.215-38 PREPARATION OF OFFERS--CONSTRUCTION (JAN 1991)
(Reference 15.407(k))

L.5 52.215-18 FACSIMILE PROPOSALS (DEC 1989)

(a) Definition. "Facsimile proposal," as used in this solicitation, means a proposal, modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

(b) Offerors may submit facsimile proposals as responses to this solicitation. These responses must arrive at the place, and by the time, specified in the solicitation.

(c) Facsimile proposals that fail to furnish required representations or information, or that reject any of the terms, conditions, and provisions of the solicitation, may be excluded from consideration.

(d) Facsimile proposals must contain the required signatures.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal.

(f) Facsimile receiving data and compatibility characteristics are as follows:

- (1) Telephone number of receiving facsimile equipment: (912) 767-2966
- (2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):

Panafax UF-744, Receiving speed 14,400 BPS

(g) If the offeror chooses to transmit a facsimile proposal, the Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile proposal including, but not limited to, the following:

- (1) Receipt of garbled or incomplete proposal.
- (2) Availability or condition of the receiving facsimile equipment.
- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of proposal.
- (5) Failure of the offeror to properly identify the proposal.
- (6) Illegibility of the proposal.
- (7) Security of proposal data.

(End of provision)

END OF SECTION L

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 BASIS OF AWARD

Award shall be made based on the lowest, technically acceptable offer,
received from a responsible offeror.

(End of provision)

END OF SECTION M

General Decision Number GA960031

General Decision Number GA960031

Superseded General Decision No. GA950031

State: Georgia

Construction Type:

HEAVY

SEWER AND WATER LINE

County(ies):

STATEWIDE

STATEWIDE EXCLUDING THE COUNTIES OF DE KALB, FULTON AND GWINNETT

HEAVY CONSTRUCTION PROJECTS (does not include Sewer & Water Line Construction Projects in C

Modification Number Publication Date

0	03/15/1996
1	04/19/1996
2	06/07/1996
3	09/13/1996
4	09/20/1996
5	10/04/1996
6	11/22/1996

COUNTY(ies):

STATEWIDE

* BOIL0026B 11/01/1996

Rates

Fringes

GLYNN COUNTY:

BOILERMAKER

18.60

6.31

* BOIL0199B 11/01/1996

Rates

Fringes

CAMDEN COUNTY:

BOILERMAKER

18.60

6.31

CARP0865A 09/16/1996

Rates

Fringes

CAMDEN AND GLYNN COUNTIES:

CARPENTERS:

General contracts under \$3,000,000:

Carpenter & piledriver

14.75

2.97

Millwright

15.60

2.97

General contracts \$3,000,000 and over:

Carpenter & piledriver

15.40

3.22

Millwright

16.25

3.22

ELEC0508E 09/01/1996

Rates

Fringes

CAMDEN AND GLYNN COUNTIES:

ELECTRICIANS:

Electrical subcontracts of

\$1,000,000 and over (includes power generating plants):

Electrician

16.50

4.25% +3.10

Electrician, nuclear work

17.60

4.25% +3.10

Electrical subcontracts under \$1,000,000 (does not include

power generating plants)	14.00	4.25% +3.10
<hr/>		
IRON0597E 05/01/1996		
	Rates	Fringes
CAMDEN AND GLYNN COUNTIES:		
IRONWORKER	15.20	3.11
<hr/>		
PAIN1169A 08/01/1994		
	Rates	Fringes
CAMDEN AND GLYNN COUNTIES:		
PAINTER:		
Work on single and multi-family structures, houses, apartments and condominiums	12.75	2.10
Work on office buildings, shops and retail stores	12.75	2.10
Work on any type of plant or facility engaged in manufacturing, assembly or storage of goods, materials, products, including all buildings and structures related thereto or located in proximity thereto. Work includes any application of substances other than ordinary paint or coatings	14.05	2.10
<hr/>		
PLUM0188B 07/01/1995		
	Rates	Fringes
CHATHAM AND EFFINGHAM COUNTIES:		
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
PIPEFITTER	15.55	4.27
<hr/>		
SUGA1055A 04/01/1992		
	Rates	Fringes
CHATHAM AND EFFINGHAM COUNTIES:		
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
CARPENTER:		
Form work only	12.25	.85
All other work	10.72	
CEMENT MASON	8.72	
ELECTRICIAN	15.56	2.80
IRONWORKER, REINFORCING & STRUCTURAL	13.60	1.93
LABORER	6.34	.38
MILLWRIGHT	12.85	.85
PAINTER	9.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	7.50	
Bulldozer	10.19	
Crane	12.05	1.22
Loader	10.79	
Mechanic	11.66	1.22
TRUCK DRIVER	5.62	.38
<hr/>		
SUGA1056A 02/07/1992		
	Rates	Fringes
CLAYTON COUNTY:		
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
CARPENTER	9.10	.87
CEMENT MASON/FINISHER	8.70	1.00
ELECTRICIAN	16.95	21%
IRONWORKER	9.60	1.29

LABORER, GENERAL	6.00	
PLUMBER	11.15	1.26
POWER EQUIPMENT OPERATORS:		
Backhoe	8.15	1.02
Bulldozer	8.15	1.02
Crane	9.10	1.32
Front end loader	8.15	1.02
Oiler	7.43	1.32
Scraper - pan	8.15	1.02

SUGA1057A 02/07/1992

	Rates	Fringes
COBB COUNTY:		
HEAVY CONSTRUCTION (NOT APPLICABLE TO SEWER & WATER LINES):		
BRICKLAYER	8.85	1.00
CARPENTER	8.10	.87
CEMENT MASON	8.35	.95
ELECTRICIAN	16.95	2.13
IRONWORKER	9.60	1.29
LABORER, GENERAL	5.80	.50
MILLWRIGHT	8.85	.75
PAINTER	8.10	1.04
PLUMBER & PIPEFITTER	10.75	2.26
POWER EQUIPMENT OPERATORS:		
Backhoe	8.15	1.02
Boom truck	8.50	1.02
Bulldozer	8.50	1.02
Compactor	8.15	1.02
Crane, derrick, dragline	8.50	1.02
Fork lift	8.50	1.02
Front end loader	8.50	1.02
Hydro-hammer	8.15	1.02
Motor grader	8.15	1.02
Oiler for motor crane	7.03	1.02
Revolving backhoe	8.50	1.02
Scraper - pan	8.15	1.02
Water pump	8.15	1.02
TRUCK DRIVER	5.00	

SUGA1058A 02/07/1992

	Rates	Fringes
STATEWIDE EXCLUDING CAMDEN, CHATHAM, CLAYTON, COBB, DE KALB, EFFINGHAM, FULTON, GLYNN AND GWINNETT COUNTIES:		
BOILERMAKER:		
Storage tank erection/repair	12.96	
All other work	16.20	
BRICKLAYER	8.35	
CARPENTER	6.50	
CEMENT MASON/CONCRETE FINISHER	5.31	
ELECTRICIAN	8.78	
IRONWORKER	8.72	
LABORERS:		
Unskilled	4.75	
Pipelayer	4.75	
Drill	5.00	
PAINTER	8.00	
PLUMBER & PIPEFITTER	6.00	
POWER EQUIPMENT OPERATORS:		
Backhoe	5.70	
Bulldozer	5.73	
Crane, derrick, dragline	7.85	

Front end loader	4.80
- Motor grader	5.34
Roller	4.75
Scraper - pan	4.75
TRUCK DRIVER	4.75
WELL DRILLER	6.40

SUGA2002A 02/06/1990

	Rates	Fringes
CAMDEN AND GLYNN COUNTIES:		
HEAVY CONSTRUCTION (INCLUDING SEWER & WATER LINES):		
HEAT & FROST INSULATOR	15.55	2.73
CEMENT MASON	10.26	
LABORERS:		
Common	5.73	
Asphalt raker	5.71	
Pipelayer	6.23	
POWER EQUIPMENT OPERATORS:		
Backhoe	8.47	
Bulldozer	7.90	
Crane	13.19	
Front End Loader	8.99	
Mechanic	11.38	
Motor Grade	8.96	
Roller	5.51	
SHEET METAL WORKER	14.85	3.24
TRUCK DRIVER	6.60	

SUGA2006A 04/01/1992

	Rates	Fringes
CHATHAM AND EFFINGHAM COUNTIES:		
SEWER & WATER LINE CONSTRUCTION ONLY:		
LABORERS:		
Pipelayer	7.08	
Unskilled	5.89	
POWER EQUIPMENT OPERATORS:		
Backhoe	9.29	
Bulldozer	8.83	
Loader	7.98	
TRUCK DRIVER	8.50	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter

- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

TECHNICAL EXHIBIT

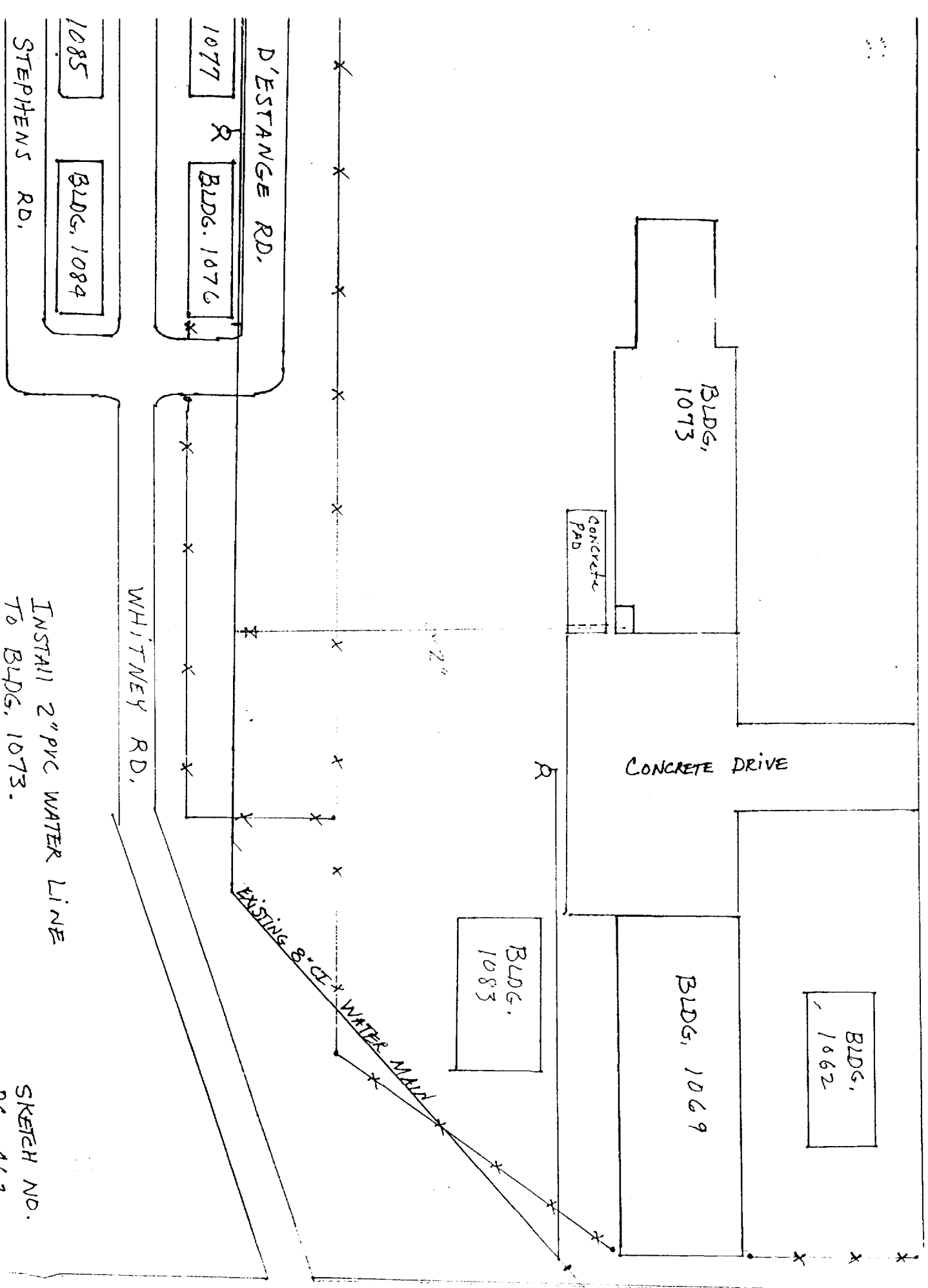
THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED TO THE DIRECTORATE OF CONTRACTING WITHIN THE SPECIFIED TIME FRAMES.

PARA		TITLE	NOTES
I119	52.222-0011	Subcontracts (Labor Standards) (Statement & Acknowledgment - Subcontractors)	1
I.30	52.236-0006	Superintendence by the Contractor	2
H.5		Excavation and utility Clearance	3

NOTES:

1. Submission of SF 1413 is required within fourteen (14) days after award of contract or subcontract and before subcontractor commences work on site.
2. Submission and approval are required prior to commencement of work on site.
3. Submission is required ten (15) work days in advance of proposed excavation date and approval is required before commencement of excavation operations.

CONCRETE TANK TRAIL



UTILITY ST.

TE-3